HEALTHWAYS

PARTICIPATING PRACTITIONER AGREEMENT
CERTIFICATE OF PARTICIPATION
FOR
COVERED BENEFIT AND AFFINITY PROGRAMS

I, _____, ("PRACTITIONER"), hereby tender this Certificate of Participation in Healthways WholeHealth Networks, Inc (HWHN) upon the terms and conditions set forth in the attached HWHN Participating Practitioner Agreement and to serve as a Participating Provider for the Group benefit plans contracted on my behalf by HWHN. I hereby agree to the Terms and Conditions of this Agreement. I hereby agree to extend a _____% (minimum of 10%) discount from my published fee schedule to all HWHN Affinity Program Participants (see page two for definition of Affinity Program). If the above area is left blank, HWHN, Inc. will assume and Practitioner agrees a 20% discount will be extended to all Affinity Program members.

I authorize HWHN to consult with past employers, malpractice carriers regarding claims history and limitations, educational institutions regarding graduation, and any other persons to obtain and verify my credentials and qualifications as a Practitioner. I release HWHN and its employees and agents from any and all liability for their acts performed in good faith and without malice in obtaining and verifying such information and in evaluating my application. I consent to the release by any person to HWHN all information that may reasonably be relevant to an evaluation of my professional competency, character, moral and ethical qualifications, including any information relating to any disciplinary action; suspension, refusal, restriction or revocation of state license; and hereby release any such person providing such information from any and all liability from doing so.

_____ _____
Practitioner's Printed Name Licensed Specialty or Specialties

_____ _____
Practitioner's Signature Date

Primary Location:
Address:
City, State, Zip:
Phone:
Secondary Location:
Address:
City, State, Zip:
Phone:

Contact Person:		Title:
Office Fax:		Email address:

Payment Methods Accepted: ___Visa ___MasterCard ___American Express ___Discover ___Cash ___Check

Average Fee Range: $_____- $_____

****

Accepted by:

_____ _____
Martie Stabelfeldt, VP of CAM Chiro Effective Date

NOTE: In order to participate in Healthways WholeHealth Network's covered benefits participation agreements, you must return a fully completed and signed copy of this cover page.

HEALTHWAYS WHOLEHEALTH NETWORKS, INC.
PARTICIPATING PRACTITIONER AGREEMENT

THIS AGREEMENT is entered into between Healthways WholeHealth Networks, Inc. (hereinafter referred to as HWHN) a Delaware Corporation, and the undersigned Practitioner whose name and other identifying information appear on the signature page herein ("Practitioner").

DEFINITIONS

For purposes of this Agreement in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

1. **Agreement** means this Participating Practitioner Agreement between the Practitioner and HWHN and any amendments thereto.

2. **Affinity Program** means a discount cash payment arrangement where the Practitioner agrees to provide Participants in HWHN-contracted Affinity programs access to practitioner's services at a specific discount % off the practice's Published Fee Schedule. Practitioner has specified a discount within the range of 10%-30+%, on services not covered by any health insurance or governmental program. Discount does not apply to co-payments or deductibles for covered services. This discount is to be offered to all Participants in all HWHN contracted Group Affinity programs, for which HWHN provides notice to Practitioner. Participants simply show the Practitioner their Group ID card or HWHN discount card to receive the discount. Payment for services, after the discount, is the complete responsibility of the Participant. (Discount must be applied to personal health services and therapies delivered by Practitioner's office, and may extend, at the Practitioner's discretion, to dispense health related supplies and durable medical goods).

3. **Complementary/Alternative Health Services (Services)** means all health-related services and products which may be lawfully provided or dispensed by one who is duly licensed and/or credentialed to practice in the field under the laws of the state in which they practice, and which are covered under Participant's Group benefit plan definition of Complementary and Alternative (CAM) Health Services or CAM service providers.

4. **Medically Appropriate** shall mean services or supplies which, under the provisions of this Agreement, are determined to be: (a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of a Participant; (b) provided for the diagnosis or direct care and treatment of a health condition of a Participant; (c) within standards of good professional practice within the organized health care practitioner community; (d) not primarily for the convenience of the Participant or any Practitioner providing covered services to the Participant; and (e) the most appropriate supply or level of services which can safely be provided.

5. **Group** is an entity such as an insurance carrier, managed care organization, self-funded employer group, or association. Groups are sponsors of Group Agreements. HWHN acts as a network manager for the Group.

6. **Group Agreement** is a prepaid benefit plan, policy or contract, IPA, or fee-for-service arrangement, governmental program, self-insured plan and trust, workers' compensation plan, personal injury protection plan, certificate, plan document, or any other legally enforceable instrument under which a Participant may be entitled to or receive Complementary/Alternative Health Services.

7. **Group Summary** A Group Summary, which is included in the Attachments and periodically sent to Practitioner, and incorporated herein by reference, is submitted by HWHN to Practitioner. The Group Summary provides for the rendering of Complementary/Alternative Health Services to Participants with respect to a specific Group. Each Group Summary shall identify pertinent terms, conditions, and requirements and payment arrangements for the rendering of Services under such Group Plan.

8. **Practitioner Manual.** A Practitioner Manual is a document provided by HWHN to Practitioner setting forth the Group Summary(ies) and the administrative and operational procedures, including those involving utilization review and quality management, which are used by HWHN in the performance of their duties as stated herein and which are used by the Group in the determination of payment.

9. **Participant** is an individual who is entitled to health care benefits or access to the Affinity Program by virtue of a Group Agreement, and who meets all the eligibility requirements for membership in such plan. Participants include the individual

beneficiary or subscriber and all eligible enrolled family members or dependents of the individual named by Group under the Group's benefit plan.

10. **Practitioner** means a Practitioner who has entered into an agreement with HWHN to provide Complementary/Alternative Health Services to Participants.

11. **Schedule of Charges** means the payment amounts by procedure or service type which are payable to a Practitioner for Services rendered by a Practitioner to a Participant pursuant to the Group Agreements. Schedules of charges are described in Group specific summaries available to HWHN contracted practitioners upon request or as listed in a Group Summary. HWHN and Groups shall establish such reimbursement amounts. Practitioners shall not individually or collectively with other Practitioners negotiate, determine, or establish such reimbursement amounts.

12. **Published Fee Schedule** means the current retail or non-discounted fee schedule that applies to the Practitioner's services to the general public and to the fees for service charged to patients when Practitioner is a non-participating provider in the patient's insurance plan, or for services not covered by an insurance benefit.

DUTIES AND OBLIGATIONS OF HWHN AND PRACTITIONER

1. **Eligibility.** Before providing Services to a Participant, Practitioner shall require presentation of a valid identification card and otherwise satisfy himself that the Participant is entitled to receive such services. Group shall issue identification cards to Participants, and be responsible for verifying current eligibility to Practitioner. The continued eligibility of Participants shall be in accordance with the benefits identified in the Group Agreements.

2. **Panel Participation** Practitioner agrees to become a member of the published HWHN panels, which provide CAM Health, Services to Participants, at the reimbursement amounts as determined in the respective Group Agreements. The panels, which the Practitioner joins, are identified in Attachments and described in the Group Summaries.

3. **Delivery of Services** Practitioner agrees to provide Services to Participants in an efficient, cost effective and quality manner, within the business requirements for participation attested to in Practitioners' application for membership in the HWHN Network. Provision of services is subject to the conditions and limitations contained in this Agreement and in Group benefit contracts. Practitioner is not obligated to provide any type or kind of service to Participants that the Practitioner does not normally provide to others, and shall not provide services that the Practitioner is not authorized by law and HWHN to provide. No person in the United States shall, on the grounds of race, color, sexual orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any Group Agreement. Practitioner will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

4. **Prohibition of Subcontracting and Delegation of Treatment**. Practitioner may not subcontract with another practitioner to provide services for which Practitioner is being reimbursed under this participation contract and related Group Summaries. Practitioner may not delegate treatment to health care students, practice associates, or non-licensed caregivers, outside of accepted standards of incident-to care in the professional community or practice. All contractually reimbursable services rendered to Participants, including services rendered by Practitioner's associates or covering practitioners are to be rendered by individually contracted HWHN practitioner members, according to polices outlined in the Practitioner Manual.

5. **Directory Listings.** HWHN will identify Practitioner's practice in Group-specific on line and offline directories to Participants seeking services under HWHN Group Agreements. Certain HWHN Affinity Group clients may only accept as Practitioner affiliates those who offer 20% or more discount levels to their subscribers or members. Practitioner listings in the Affinity Group online directories will be prioritized by discount level and include Practitioner's name, licensed specialty(s) services offered, and discount level. Practitioner may view these listings and request changes to their practitioner profile by visiting Healthways WholeHealth's professional website, http//www.WholeHealthPro.com.

6. **Participation in Evaluation of Care** Practitioner shall cooperate in the ongoing evaluation of the delivery of Services and shall, if requested, furnish relevant information and periodically participate in special studies, which assess the availability, accessibility and quality of Services rendered to Participants.

7. **Referral** Practitioner agrees that all discovered medical conditions not appropriate for Service treatment by the Practitioner under generally accepted standards of treatment in the local health care community would be referred to the Participant's Medical Group and/or primary care physician.

8. **No Patient Volume Guarantee** Practitioner agrees HWHN has made or implied no guarantee, verbal, written or otherwise, that any Practitioner will receive patients as a result of joining an HWHN practitioner panel.

9. **Records** Group, HWHN, and applicable governmental agencies, upon reasonable notice, and to the extent permitted by law, shall have access to Practitioner's financial information related to services provided pursuant to this Agreement, including but not limited to Practitioner's books, Participant patient records, and records of patient accounts. All such records and information will be maintained by Practitioner for a period of ten (10) years after the last enrollee encounter for adults and for ten (10) years after a minor reaches the age of majority. Practitioner shall provide such information to HWHN pursuant to procedures designed to protect the confidentiality of patient medical records, and in accordance with applicable legal requirements and recognized standards of professional practice. Practitioner shall supply, at no cost, copies of medical, financial, or administrative records relating to the provision of Services.
10. **Credentialing/Quality/Utilization Management Program** Practitioner shall comply with all credentialing, quality improvement and utilization review requirements and procedures established by Group and HWHN, including pre-authorization of Services when such pre-authorization is part of the Group benefit procedures. Failure to comply shall be grounds for termination. The Clinical Peer Review (CPR) committee is responsible for reviewing and/or auditing the services of Practitioners under this Agreement. HWHN shall, in accordance with health care industry guidelines, maintain a grievance and appeal process for decisions adversely affecting Practitioners eligibility for participation in Group plans

11. **Authorization to Contract.** Authorization to contract is essential in HWHN's ability to promote new business for the evolving CAM Health practitioner community. Practitioner hereby specifically authorizes and appoints HWHN to act on its behalf as Practitioner's attorney-in-fact to contract for the provision of Services for Groups, at reimbursement amounts as set forth in future Group Summaries. HWHN will notify Practitioner of reimbursement amounts for Groups prior to the effective date of each new contract. HWHN will also notify Practitioners of changes affecting reimbursement amounts for Groups in existing contracts. Practitioner retains the right, under termination provisions of this agreement, to opt out of any future Group contract panel without adversely affecting their status with other currently contracted Group panels.

12. **Accuracy of Data, Correct Billing and Coding Practices.** Practitioner agrees to submit only accurate information in the representation of the Participant's condition, health history, diagnosis, objective and subjective findings and all other information on the claim form, on the treatment authorization form, and in the authorization process. If falsified information is submitted, HWHN reserves the right to terminate Agreement with Practitioner. Abusive billing practices such as failure to document services billed, use of incorrect codes that result in improper payments by HWHN or third parties, failure to follow published national guidelines for correct coding of diagnoses and procedures and billing of procedures performed by other practitioners as if the participating provider personally had rendered them, may result in sanctions against the Practitioner.

13. **Participation Criteria** Practitioner acknowledges that the following is a list of specific criteria that Practitioner must satisfy to provide Services to Participants, and represents and warrants to HWHN that he/she currently satisfies and will satisfy during the term of this Agreement all of such criteria.
    - Practitioner must speak fluent English or have access to an interpreter.
    - Practitioner must follow OSHA safety standards, including an on-site fire extinguisher and first aid kit.
    - Practitioner must have a minimum of one year of professional experience or co-located with a mentor of the same practitioner type who is credentialed with HWHN.
    - Practitioner must be able to accept new patients.
    - Private treatment rooms must be available upon patient request.
    - If Practitioner practices in a home, Practitioner must have a separate treatment room, a patient restroom, and a sign documenting Practitioner's specialty. Please check your city regulations on sign size.
    - If Practitioner sees patients in urgent situations, he/she must be available within 24 hours of a patient request or make arrangements with an appropriate back up practitioner.
    - If Chiropractor, practitioner must maintain current CPR certification.
    - Practitioner agrees to comply with State & Federal regulations regarding patient privacy of health related information.
    - Practitioner has belief in and willingness to participate in a network where medical cost control from a managed care standpoint and quality measures based on patient access and satisfaction are used as organizational values and guidelines.

MUTUAL INDEMNIFICATION

1. HWHN agrees to indemnify and hold Practitioner harmless from and against any and all claims, losses, costs, damages, expenses of every kind and character and liabilities, including attorney's fees and costs, (hereinafter "claims" or "claim") incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of any accident,

injury, loss or damage whatsoever caused to any person or to the property of any person arising out of or in connection with this Agreement caused by the negligence or misconduct of HWHN or its agents, contractors, servants or employees of HWHN excepting; however, in each case, claims caused by the negligence or misconduct of Practitioner or its agents, contractors, servants or employees of Practitioner.

2. Practitioner agrees to indemnify and hold Group/HWHN harmless from and against any and all claims, losses, costs, damages, expenses of every kind and character and liabilities, including attorney's fees and cost, (hereinafter "claims" or "claim") incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising out of or in connection with this Agreement caused by the negligence or misconduct of Practitioner or its agents, contractors, servants or employees of Practitioner excepting; however, in each case, claims caused by the negligence or misconduct of Group/HWHN or its agents, contractors, servants, or employees of Group/HWHN.

QUALITY MANAGEMENT/CREDENTIALING/NOTIFICATION

1. Practitioner agrees to cooperate with HWHN's/Group's Quality Management and Utilization management programs ("Q/UM PROGRAMS"). The Clinical Peer Review Committee (CPR) is responsible for evaluating a practitioner's professional performance record while participating in the network. It may review fees, quality of care, billing and coding practices, and administrative complaints and/or audit the services of Practitioners under this Agreement. It may impose sanctions and determine if the applicant's practice meets network standards for ongoing membership and participation in HWHN programs.

2. Practitioner agrees that Practitioner's participation under this Agreement may be restricted, suspended, or terminated pursuant to HWHN's or Group's credentialing and quality management programs. Practitioner represents and warrants that the information provided, including but not limited to the information provided in each Practitioner's application and periodic updates is true, complete, and current.

3. Practitioner agrees to participate in credentialing every 3 years or by client specification by HWHN. Practitioner agrees to submit all information requested by HWHN on a timely basis. HWHN agrees to solicit feedback from practitioners to be used for the ongoing quality improvement of its credentialing process

4. HWHN, in accordance with health care industry guidelines, maintains a grievance and appeal process for decisions adversely affecting Practitioners eligibility for participation in Group plans. Practitioners who are HWHN members have rights to appeal decisions regarding their participation and reimbursement under Group Agreements. These rights are managed according to HWHN's internal policies; Credentialing (23.7.1), Complaints (25.27.1.2) and Resolution of Practitioner Performance, Fraud and Abuse Problems (25.5.1.2), as well as under the applicable state regulations regarding clinical care authorization decisions, when these decision-making processes are delegated to HWHN by the respective Group Agreements.

5. The Practitioner shall, at no expense to Group and HWHN, meet all applicable federal, state and local statutory requirements applicable to Practitioner and Practitioner's services under this Agreement and relating to professional licensing and standing, including, but not limited to, all requirements for continuing education. The Practitioner agrees that he/she will notify HWHN immediately of his/her loss or the lapsing of any such licenses or of any change in the status of professional practice privileges. The Practitioner shall never, during the term of this Agreement, permit the lapsing of any such license to practice in the jurisdictions where Services to Group participants are provided. Practitioner further agrees that he/she will not during the term of this Agreement; conduct themselves in any unprofessional or unethical manner or in any manner that would detract from the reputation of the Group and HWHN. The Practitioner further agrees they will use the best efforts to provide quality, professional care consistent with accepted practices in their health care community.

6. Practitioner agrees to notify HWHN a minimum of thirty (30) days in advance of any change in address, phone number, tax ID number, or name. Any change requests should be made in writing and mailed to HWHN's mailing address. Failure to notify HWHN of a change in address may result in termination of this contract without advance notice to Practitioner. Practitioner would be required to re-apply and any re-application would be subject to credentialing and business criteria.

7. Practitioner warrants that, throughout the term of this Agreement, Practitioner shall:
    a. Maintain all licenses and permits required by state and/or municipal law;
    b. Ensure that its personnel are licensed in the state and/or municipality in which they practice to the extent required by law;

c. Comply with applicable state and federal laws and regulations governing Group's panels of providers and with HWHN/Group rules and regulations;
d. Inform HWHN of any malpractice claims made against practitioner, any actions taken by licensing and regulatory agencies that affect practitioners ' license to practice; and
e. Remain compliant with HWHN's published business and credentialing standards as documented in the network application.

8. HWHN agrees to forward timely communications of its policies and procedures to practitioner and to advocate for timely and clear procedure communications from Groups to practitioners.
9. HWHN agrees to allow open practitioner-patient communication regarding appropriate treatment alternatives and will not create policies penalizing practitioners for discussing medically necessary or appropriate care options with their patients.

INSURANCE

Liability/Extended Insurance

1. Practitioner agrees to maintain required premises and comprehensive general liability insurance in amounts of $100,000 per claim and $100,000 per year, or the minimum required by state law, whichever is greater,
2. Practitioner further agrees to maintain professional liability insurance, as listed in the HWHN Practitioner Application and applicable Group Summary business requirements to the limits prescribed in those documents, or the minimum required by state law, whichever is greater.
3. Furthermore the Practitioner warrants that Practitioner will obtain extended liability insurance (sometimes called "nose" or "tail" policies), to insure retroactive coverage for professional acts performed during the term of this agreement, and should the Practitioner terminate this agreement and change or terminate professional malpractice coverage.

CLAIMS SUBMISSION AND PROCESSING

1. Practitioner agrees to submit all claims information on a typed, red HCFA 1500 form. HWHN reserves the right to return all claims, unprocessed, to the Practitioner if the information is not typed on a red HCFA 1500 form or if claims have incomplete information.

2. Practitioner shall bring any disputes regarding payment by HWHN to HWHN's attention within ninety (90) days of receiving payment or remittance report. Failure to do so will result in refusal by HWHN to review any such dispute.

3. HWHN shall coordinate claims processing and may direct that billings and payments between Groups, third party administrative agents (TPA), and Practitioner be handled as specified within applicable Group Summaries.

4. Unless the Group Summary specifies otherwise, claims must be submitted within 90 days of service delivery to Eligible Participants. If HWHN or Group is a secondary payer for Participant's Service benefits, Practitioner agrees to submit claims within thirty (30) days of the receipt of the determination of benefits from the primary payer Group. Such claim submission procedures may be changed at any time at the discretion of HWHN, with due notice to the Practitioner. Practitioner understands that claims may be returned unpaid to Practitioner for failure to follow correct submission procedures. Practitioner understands and agrees that the Participant may not be billed for any charges denied because of late submission of claims, or failure of the Practitioner or practitioner's office staff to bill correctly for covered services and that all such charges will be waived by Practitioner.

5. Practitioner agrees to cooperate in claims payment administration including, but not limited to, coordination of benefits, subrogation, checking coverage, prior certification and record keeping procedures. If Group pays Practitioner more than is provided for in Group's Plan, or if Group pays Practitioner on the basis of an assignment of benefits that is successfully contested; Practitioner agrees to return such amounts to Group or to Group's agent. This provision shall not preclude Practitioner's right to collect and keep recoveries for services covered by Medicare or workers' compensation insurance, provided Practitioner warrants that it will not include in utilization data or reports provided to HWHN any services so covered by workers' compensation insurance.

6. **Claims Submission Address: PO Box 3192, Milwaukee, WI 53201-3192 Attn: CLAIMS**

BILLING AGENT

1. In situations where HWHN contracts with Groups to coordinate and transmit billings of Practitioner to Group for payment, the Practitioner agrees to submit patient billings to HWHN. HWHN will then submit billings to the Group, subject to the following:
   a. The Practitioner further authorizes and acknowledges that HWHN may re-price the bills submitted to conform to the Schedule of Payments specified in the particular contract with a particular Group.
   b. The Group shall determine the satisfaction of deductibles, co-payments and compliance with the Participant's policy. HWHN shall have no duty to contest or dispute this determination by the Group.
   c. Some contracts may require the Group to submit payment directly to HWHN. Any such funds received by HWHN will be placed in an account and disbursed among those Practitioners whose billings were approved as directed by the Group's determinations. Funds shall be paid by HWHN within thirty (30) working days following its receipt of payment funds from the Group. HWHN shall furnish Practitioner with a check in payment for all services for which the Group has cleared and paid claims as specified in the individual Group Summary.
   d. The Practitioner acknowledges and agrees that HWHN shall not be responsible for the payment of their bill, nor to initiate or take other steps to enforce the payment of the Practitioner's billing. Further, HWHN shall not be responsible for any delays in payment. HWHN shall not be responsible in the event of a billing dispute between Practitioner and Group.
   e. HWHN will not be obligated to pay Practitioner for any non-covered service or for any covered service beyond the amount actually received from the Group for such covered service

2. Practitioner agrees for the purpose of this Agreement that HWHN shall have power of attorney from Practitioner, and shall have the right to forward claims and collect all payments, except co-payments or deductibles, including endorsing checks and bank drafts, required for the purpose of fulfilling provisions contained herein or in the appropriate Group Summary.

3. Practitioner acknowledges that HWHN shall have no duty to undertake collection efforts with respect to any amounts payable to Practitioner for services rendered pursuant to any Practitioner Agreement and that Practitioner has the ultimate responsibility for billing and collecting such amounts, HWHN's responsibility being limited to the receipt, deposit and disbursement of such amounts as provided herein.

4. HWHN shall have the right to audit Practitioner's claim and payment records for any payers listed as clients in Group Summaries. Practitioner shall cooperate in providing claims and payment records to HWHN at HWHN's request. If Practitioner should submit claims and receive payments for Complementary Alternative Health Services to any party other than HWHN for those Groups that HWHN acts as the Billing Agent, Practitioner shall be responsible for payment to HWHN for those claims not processed through HWHN as agreed upon in the individual Group Summary. The right of HWHN to audit and compel adherence to the Group Summary shall survive this Agreement

COLLECTIONS FROM PARTICIPANTS -COVERED BENEFITS

1. Practitioners shall be responsible for, and make good faith attempts in collecting applicable deductibles or co-payments, if any, from Participants. Practitioners will not, under any circumstances, waive any co-payments or deductibles that are the responsibility of Participant under their applicable Group Agreement.

2. If Practitioners' failure to participate in the Utilization Management (UM) preauthorization program as required by specific Group Agreements, or if Practitioners failure to submit a claim in ninety (90) days, results in a denial or reduction of payment from Group, Practitioner agrees not to charge Participants for the resulting unpaid charges.

3. Practitioner agrees not to charge Participants for services which UM review indicates may not be covered unless a) the Participant has been informed prior to receiving the services that the services may not be covered under Group's Plan, b) the price of the services, **and** c) the Participant has agreed in a written Advance Beneficiary Notice to pay for the services

4. With the exception of any co-payments, deductibles, or charges for non-covered services documented by Advance Beneficiary Notices, Practitioner agrees that Practitioner shall not "Balance Bill", i.e. attempt to collect from or charge to Participants additional fees for Services covered under Group's benefits plan. Practitioner understands that the payments it receives from HWHN pursuant to the Schedule of Charges constitute payment in full for Services, even in the event such payments prove insufficient to cover all the Practitioner's costs or fees of providing such services. The Practitioner shall not elect to be exempt from any state laws restricting recovery of charges for Services, from Group participants

5. Except for the above contractual circumstances, nothing in this Agreement is intended to restrict Practitioner's right to charge Participants for non-covered services.

COLLECTIONS FROM PARTICIPANTS -AFFINITY AGREEMENTS

1. Practitioner agrees that for the duration of this agreement, participants who present any valid, current HWHN sponsored Group Affinity program card will be given the herein listed discount from Practitioners Published Fee Schedule for all Services not covered under a participating Group Agreement.

2. There are no claims submission requirements for the affinity plans. Participants pay the agreed discounted fees directly to the practitioner.

3. Practitioner may change the Published Fee Schedule and/or the percent discount no more often than twice a year, subject to a 90 day notice period to both HWHN and to the current Participants receiving discounted services. Upon request, participant agrees to submit to HWHN their initial Published Fee Schedule and periodic Fee Schedule updates, update requests, and change notices.

PROTECTIONS FOR PARTICIPANT SUBSCRIBERS

1. **Practitioner Hold Harmless.** No Participant shall be liable to Practitioner for any services for which the Group or HWHN is liable. Accordingly, Practitioner may not, under any circumstance, including, without limitation:
   a. Nonpayment of moneys due the Practitioner by the Group or HWHN,
   b. Insolvency of Group or HWHN, or
   c. Breach of Practitioner's agreement with Group or HWHN;

   bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, have any recourse against, or report to a credit agency, the Participant, dependent of Participant, or any persons acting on their behalf, for services provided in accordance with the applicable Group Agreement. This provision shall not prohibit collection of deductible amounts, co-payment amounts, coinsurance amounts, and amounts for non-covered services. This covenant shall survive the termination of this Agreement for an indefinite period of time.

2. **Continuity of Care.** If this Agreement is terminated for any reason other than for cause, at the request of the Group and HWHN, Practitioner shall continue to provide services to a Participant or dependent of Participant for whom treatment was active at the time of termination through completion of an active course of treatment of up to 90 days duration with medically appropriate CAM services, for the condition for which the Participant was receiving care at the time of termination, or until the Participant selects another treating practitioner. With respect to a Participant or dependent of a Participant who has begun a course of primary obstetrical prenatal care with a CAM Practitioner under the scope of a valid Group Agreement, regardless of the trimester in which care was initiated, at the request of Group and HWHN, Practitioner shall continue to provide care until completion of post-partum care. For care rendered pursuant to this Section, Practitioner shall be reimbursed in accordance with this Agreement. This covenant shall survive the termination of this Agreement for an indefinite period of time.

3. **Health Information Privacy Regulatory Compliance**:
   - Practitioner agrees that practitioner's practice will remain compliant with applicable state and federal regulations regarding privacy and confidentiality of individually identifiable health information, and that the practitioner will obtain from Participants their authorization for release of such information for purposes of treatment, payment, and health care operations.
   - HWHN agrees to adhere to applicable state and federal privacy regulations in its health care operations with respect to individually identifiable health information (Protected Health Information-PHI) received from practitioner's practice.

PRACTITIONER MANUAL

Practitioner agrees to comply with the requirements and procedures set forth in the Practitioner Manual and Group Summaries, which HWHN shall provide for use by Practitioner. The Practitioner Manual shall address administration of this Agreement, utilization review reporting procedures, billing and accounting requirements for services rendered hereunder, and provide other matters as deemed necessary by HWHN.

DURATION AND TERMINATION

1. This agreement with HWHN is effective the date of acceptance of Practitioner's signed copy of the face sheet signature page by HWHN. Practitioner's participation information is transmitted periodically to Groups, such transmissions to occur within six

weeks of acceptance into the Healthways WholeHealth Network. HWHN cannot guarantee specific dates by which respective Groups will publish Practitioner's participation in Group's subscriber directories or publications.

2. This agreement supersedes any prior existing agreement between HWHN and Practitioner for contracting as a participating practitioner.
3. The term of this Agreement shall be for one year from the effective date unless earlier terminated as set forth in this Agreement. This Agreement shall be automatically renewed for additional one-year terms unless either party gives the other written notice of non-renewal at ninety (90) days prior to the end of the current term.

4. In addition to all causes of termination, should a court of law, or state or federal regulatory agency judge Group or HWHN to be insolvent, Practitioner shall continue providing Services to enrollees covered under Group Agreements existing on the date Group or HWHN is so judged for ninety (90) days, and shall make provision for transfer of care should the Practitioner wish to subsequently discontinue all services to participant.

5. Termination shall not relieve Practitioner of obligations with respect to Services furnished prior to the termination date, or for obligations listed above under section "Protections for Participant Subscribers".

6. Either party upon ninety- (90) day's written notice to the other party may terminate this Agreement.

7. Notwithstanding any provision of this Agreement, should a Group demand that HWHN terminate this Agreement with respect to such Group, HWHN may immediately terminate this Agreement for such Group with the Practitioner by written notice to Practitioner. Notwithstanding Paragraph 6 above, HWHN shall have the right to immediately terminate this Agreement pursuant to this Agreement upon the occurrence of any of the following events:

   a. Whenever Practitioner ceases to be a "licensed Practitioner";
   b. If the Practitioner is the subject of any disciplinary action or proceeding by the licensing entity resulting in a restriction, stipulation, probation, suspension, or other formal action affecting Practitioner's rights to practice;
   c. Whenever Practitioner is determined to not be satisfactory in rendering Services, as determined in HWHN's discretion by its Clinical peer review committee (CPR). HWHN shall make such determinations reasonably and in good faith, and in such instances Practitioner shall have the right to appeal. HWHN requests the appeal in writing within 30 days of decision.
   d. Whenever Practitioner fails to maintain business and professional liability insurance coverage as required in this Agreement;
   e. Whenever HWHN has determined that a Practitioner has become a permanently disabled. "Permanently Disabled" shall be defined as Practitioner's inability, by reason of illness, incapacity or other cause, to perform duties under this Agreement. HWHN's right to terminate under these circumstances shall be exercised in good faith;
   f. Whenever Practitioner is arrested, indicted, pleads no contest, is convicted, or is remanded to a probationary or rehabilitative program for a felony, sexual misconduct, drug or alcohol related offense or other criminal charge;
   g. Whenever a Practitioner allows billing under his/her name for any treatment rendered to a Participant by a non-participating Practitioner, without prior written approval from HWHN;
   h. Whenever Practitioner commences any arbitration, suit or proceeding against HWHN, unless such grounds for termination are specifically prohibited by applicable state laws or regulations.

8. Practitioner hereby agrees to notify HWHN immediately upon the occurrence of any circumstances, including those set forth above, which may render this Agreement to be terminated by HWHN.

9. Notwithstanding any provision of this Agreement, should HWHN's contract with any Group be terminated by Group, HWHN shall terminate this Agreement for such Group with the Practitioner effective on the same date that HWHN's contract with Group terminates.

10. HWHN shall have the right to immediately terminate the Agreement upon written notice to the Practitioner should the Practitioner be deemed by HWHN or the Clinical Peer Review Committee (CPR) to be working against the best interests of the HWHN Practitioner panel, HWHN, or the retention or renewal of HWHN's Agreement with any Group. Said termination by HWHN shall be binding upon the Practitioner and shall not be subject to an appeal to a court of law, any other terms of the Agreement not withstanding.

11. Upon termination of this Agreement, Practitioner shall return to HWHN all proprietary information, network documents and confidential or trade secret information in Practitioner's possession in a manner to be specified by HWHN. Practitioner shall

cooperate with HWHN in maintaining the confidentiality of such proprietary information and trade secrets at all times during and after termination of this Agreement.

12. Following termination of this Agreement, in whole or with any specific Group, HWHN shall notify Groups of such termination through the regular periodic updating of HWHN Practitioner Panel listings to Group.

13. Termination of this Agreement shall not affect any rights or obligations hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement. The Practitioner shall not be entitled to any refund, rebate or pro-ration of fees or costs paid to HWHN to join any Panels.

14. In the event the Practitioner defaults under any of the terms and conditions contained herein, then Group and HWHN, in addition to any other rights and remedies which it may have at law or in equity, shall, without waiving any of its rights, have the right to immediately terminate this Agreement upon notice to the Practitioner.

15. Upon termination of this Agreement, Practitioner agrees to cooperate with Participants and subsequent Practitioners with respect to the orderly and prompt transfer of medical records of Participants. This Agreement does not preclude Practitioner from assessing reasonable charges for the expense of transferring such records if appropriate.

16. This Agreement or any Group Summary may be amended by HWHN upon written notice to Practitioner if necessary in order to comply with applicable law or Group's agreement with HWHN. It may also be amended by HWHN upon thirty- (30) day's prior written notice to Practitioner.

17. If amendment includes notice by HWHN of new Group contracts, Practitioner has ninety days from date of receipt of the amendment to give notice of withdrawing from participation in such new contract panels. If Practitioner continues past the ninety-day initial period, Practitioner agrees to continue participation in such Group plan panels for at least one year subsequent to start of such new Group contract.

PARTIAL PARTICIPATION WITHDRAWAL, (OPT OUT) PROVISIONS

1. Practitioner may, with exceptions, opt out of a specific Group's provider panels by giving ninety days written notice to HWHN of such withdrawal prior to the end of the annual term of this agreement, its renewals, or amendments.
2. Exceptions to opt-out provisions are as follows:
   - Practitioner may not withdraw from the HWHN Affinity discount program for any Group or Groups while continuing to participate as a network provider with any covered benefit Group Agreements managed by HWHN.
   - Practitioner may not withdraw from one benefit panel for a given Group while continuing to participate in other benefit panels of that Group under the same managed care plan auspices (i.e., may not continue to participate in only a company X PPO plan and withdraw from a company X HMO plan)

CONFIDENTIALITY

Practitioner agrees to hold in confidence and not to disclose to any other third party any of the terms and conditions of the Agreement, Amendments thereto, or any other information disclosed regarding the Agreement via written correspondence or orally. Should the Practitioner violate this paragraph, HWHN shall have the right to immediately terminate the Agreement, upon written notice to the Practitioner. This paragraph shall survive the termination of the Agreement for a period of twelve (12) months from the date of termination. Said termination by HWHN shall be binding upon the Practitioner and shall not be subject to an appeal to a court of law, and any other terms of the Agreement not withstanding.

MISCELLANEOUS

1. Addresses of HWHN and Practitioner are as follows:

HWHN:
Healthways WholeHealth Networks, Inc.
46040 Center Oak Plaza, Suite 130
Sterling, VA 20166
800-274-7526

Practitioner:
(as shown on signature page)

2. Nothing herein contained shall be construed to confer any right or cause of action upon any person, group, firm, corporation or public official other than HWHN and Practitioner. Practitioner and HWHN are and shall continue to be independent entities and not agents or representatives of the other.

3. This Participating Practitioner Agreement may not be assigned or transferred without the written consent of the parties which consent shall not be unreasonably withheld; provided, however, that HWHN shall have the right, in its sole discretion, upon notification to Practitioner, to (a) assign any or all of its rights, duties and obligations hereunder to any corporation related to HWHN or (b) enter into an agreement to join any other corporation related to HWHN as a party to this Agreement, thereby entitling such corporation to avail itself of the rights of HWHN and binding such corporation to all of the responsibilities to all of the responsibilities of HWHN under this Agreement.

4. Failure of either party to exercise any option upon breach of any term or condition of this Agreement shall not operate to bar the right of such party to exercise any option on subsequent breach of this Agreement. Should either party breech this contract and as a result of said breach, a lawsuit is commenced, the successful party shall be entitled to recover reasonable attorney's fees as a result of said breach.

5. This Agreement shall be interpreted under the laws of the State of Tennessee. In the event any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

6. This Agreement contains all the terms and conditions agreed upon by parties hereto, and supersedes all other agreements, oral or otherwise, regarding the subject matter hereof.

7. Practitioner, HWHN and Group are independent contractors and are not responsible for the acts or omissions of each other. Practitioner continues to be solely responsible for treatment decisions; claim determinations and determinations made in connection with utilization review in no way affect the responsibility of Practitioner to provide or arrange for appropriate services for Participants.

8. Nothing contained herein shall be construed to prevent Practitioner from independently operating or participating in any other agreement or in providing health care services independent of this Agreement.

9. Group and HWHN reserve the right to, and control of, the use of, their own names and all symbols, trademarks, and service marks presently existing or hereafter established with respect to them. Practitioner will not use any mention of Group in advertising and promotional materials without the prior consent of HWHN. Group shall have sole responsibility for all advertising, promotion, and solicitation of Participants for its program provided. However, Practitioner agrees to display notices of a size and with content approved by Group in appropriate places in the Practitioner's facilities, as determined by the Practitioner, to indicate the availability of the Practitioner's services through Group.

10. Practitioner grants HWHN and Group the right to use their name, address and phone number in Practitioner Lists, including WholeHealthMD.com and WholeHealthPro.com for marketing purposes. HWHN, through its WholeHealth pro program will make available to credentialed practitioners expanded practice listing options for attracting patients directly to their practice, in addition to any panel listings done as a result of covered service or affinity program participation

ADDENDA and ATTACHMENTS

The following addenda for specific participating practitioner contracts and Group agreements, including specific states' additional regulatory requirements, are attached hereto and by reference here made part of this Agreement:

State Law Addendum
State of Arizona

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Arizona.

I. **Prompt Payment of Claims.**
HWHN shall approve or deny clean claims within 30 days of receipt of the claim. If a clean claim is not paid in the required time frame, HWHN shall pay interest on the amount due the Practitioner at an annual rate of 10%.

II. **HWHN shall not:**

(1) 1. Restrict or prohibit, by means of a policy or contract, whether written or otherwise, a licensed health care professional's good faith communication with the health care professional's patient concerning the patient's health care or medical needs, treatment options, health care risks or benefits.

(2) Terminate a contract with or refuse to renew a contract with a health care professional solely because the professional in good faith does any of the following:

i. Advocates in private or in public on behalf of a patient.
ii. Assists a patient in seeking reconsideration of a decision made by the person to deny coverage for a health care service.
iii. Reports a violation of law to an appropriate authority.

III. **Enrollee Protections**

(3) Practitioner hereby agrees to provide services to enrollees at the same rates and subject to the same terms and conditions established in this Agreement for the duration of the period after a Group is declared insolvent, until the earliest of the following:

i. The expiration of the period during which the Group is required to continue benefits as described in section 20-1069, subsection A of the Arizona statutes (60 days).
ii. A notification from the receiver pursuant to section 20-1069, subsection F of the Arizona statutes or a determination by the court that the organization cannot provide adequate assurance it will be able to pay contract providers' claims for covered services that were rendered after the Group is declared insolvent.
iii. A determination by the court that the insolvent organization is unable to pay contract providers' claims for covered services that were rendered after the Group is declared insolvent.
iv. A determination by the court that continuation of the contract would constitute undue hardship to the provider.
v. A determination by the court that Group has satisfied its obligations to all enrollees under its health care plans.

State Law Addendum
State of Oregon

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Oregon.

I. Prompt Payment of Claims.

(1) HWHN shall either pay or deny a clean claim not later than the 30th day after receipt of a properly executed claim, and shall pay simple interest, at an annual rate of 12%, on claims not paid by HWHN by the 31st day after receipt. HWHN shall not deny a claim on the grounds of a specific policy provision, condition or exclusion unless the denial includes reference to the provision, condition or exclusion. Each claim denial shall be in writing, with either a copy or the capability of reproducing its text included in HWHN's claim file. Notwithstanding the foregoing, if a claim is made on a health insurance policy and the claim involves a coordination of benefits issue to which Sections 836-020-0700 to 836-020-0765 of the Oregon Administrative Rules apply, then such 30 day time period may be extended by 14 days. HWHN shall not fail to settle Practitioner claims within such 30 day period on the grounds that responsibility for payment should be assumed by others.

State Law Addendum
State of Colorado

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Colorado.

1. Practitioner must ensure the confidentiality and accuracy of the medical records or other health and enrollment information of Kaiser Foundation of Colorado, Inc. (KP) Members and must abide by all federal and state laws regarding confidentiality and disclosure of mental health records, medical records or other health or beneficiary information. Practitioner shall not sell, release or otherwise disclose the name or address of any KP Member to any third party for any purpose, including scientific study. Practitioner shall also provide for timely access by KP Members to their records and other relevant information.

2. Practitioner shall document in a prominent part of the KP Member's medical record whether or not the KP Member has executed an advance directive. Practitioner shall not condition the provision of care or otherwise discriminate against a KP Member based on whether or not the KP Member has executed an advance directive.

3. If Practitioner is paid for services provided to a KP Member as a result of the Agreement, Practitioner shall accept such payment and any permissible copayments as payment in full. HWHN shall pay Practitioner for all services covered by the Agreement that are rendered to KP Members within thirty (30) days or receipt of a properly submitted bill or, if a shorter period of time is stated in the Agreement, within such shorter time frame. Any disputed claims will be approved or denied within sixty (60) days of the date of the request. Interest on any late payments will be paid as required by law.

4. Practitioner agrees that in no event, including but not limited to nonpayment, insolvency of KP, Colorado Permanente Medical Group ("CPMG"), Kaiser Foundation Hospitals ("KFH") or HWHN, cessation of operations by CPMG, KP, KFH or breach of the Agreement, shall Practitioner bill, charge, collect a deposit from, impose surcharges, or have any recourse against a KP Member or a person acting on behalf of a KP Member for services covered by this Agreement. This Agreement does not prohibit Practitioner and KP Member from agreeing to continue services solely at the KP Member's expense, as long as the Practitioner has clearly informed the KP Member that KP may not cover or continue to cover a specific service or services. This provision shall survive the termination of the Agreement, regardless of the reason for termination, and shall supersede any oral or written agreement between Practitioner and KP Member.

5. Practitioner shall maintain, and shall cooperate with, assist and make available to KP, CPMG or KFH, HHS, the Comptroller General, or their designees, for evaluation, audit and inspection any relevant contracts, books, documents, papers, and records, including but not limited to medical records and patient care documentation, related to this Agreement for ten (10) years from the final date of the Agreement or from the date of completion of any audit, whichever is longer, or longer if so required by CMS.

6. Practitioner shall comply with KP policies and procedures to the extent that Practitioner is providing care to a KP Member. CPMG and KFH have Provider Manuals that set forth KP's administrative procedures for operationalizing many of the requirements of the KP Agreement, and the Medicare Advantage Provisions, including opportunities for physician comment, participation and consultation. Their Provider Manuals may be modified from time to time. Practitioner shall comply with the requirements set forth in the Provider Manual, copies of which will be provided to Practitioner upon request.

7. Practitioner must comply with all applicable Medicare laws, regulations and CMS instructions. Any provision required to be in this Agreement by the rules and regulations governing the Medicare Advantage Program shall bind the parties whether or not provided in this Agreement. In addition, to the extent applicable, Practitioner shall comply with the obligations in the contract between CMS and KP governing KP's participation in the Medicare Advantage Program.

8. Except as provided above, all terms and conditions of the Agreement are unchanged and remain in full force and effect.

State Law Addendum
State of Nevada

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Nevada.

1. Practitioner agrees to perform duties under this Agreement in accordance with all applicable Group policies and procedures, accreditation organization standards and State and Federal Law.
2. Practitioner shall maintain medical records and information in an accurate and timely manner, and abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment. In addition, Practitioner shall not use or disclose Protected Health Information (as defined at 45 C.F.R. § 164.504) for any purpose other than (i) the purposes contemplated by the Agreement; (ii) as required or allowed under the Health Insurance Portability and Accountability Act and the regulations promulgated there under (collectively, "HIPAA"); or (iii) as otherwise required by law. In no event may Practitioner use or disclose Protected Health Information in a manner that violates or would violate HIPAA. Practitioner shall also use reasonable efforts to implement and maintain such operational and technological safeguards as are necessary to ensure that Protected Health Information relating to Members is not used or disclosed by Practitioner except as is provided in this Agreement.
3. HWHN agrees that if it is required to make payments to Practitioner in respect of a specific Group Summary for covered services provided, such payments shall be made in accordance with the prompt payment requirements of the Medicare Advantage program, if applicable, or other applicable State laws. In the State of Nevada: HWHN will, within 30 working days after receipt of properly executed proofs of loss, advise Practitioner of the acceptance or denial of the claim; HWHN will not deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to that provision, condition or exclusion is included in the denial; and HWHN will provide, w/n 20 working days of receipt of a claim, verification of the date of receipt of the claim in writing or electronically. For Medicare Participants, HWHN will pay or deny clean claims within 30 days after receipt.
4. Practitioner shall accept payment from HWHN for covered services provided to Participants as payment in full in accordance with the applicable Group Summary, excluding copayments and deductibles that Practitioner shall collect directly from Participants. Practitioner shall hold Participants harmless for fees that are the legal obligation of HWHN or a Group.
5. Practitioner shall provide access at reasonable times upon demand by HWHN or a Group to periodically audit or inspect the facilities, offices, equipment, books, documents and records of Practitioner relating to the performance of this Agreement. Ancillary Provider and Participating Providers shall comply with any requirements or directives issued by Groups, Accreditation Organizations and Government Agencies as a result of such evaluation, inspection or audit of Ancillary Provider and its Subcontracted Providers. Practitioner shall retain Participant records for at least six (6) years or until the conclusion of any governmental audit that may be initiated that pertains to such records, whichever is latest. The provisions of this Section shall survive termination of this Agreement for the period of time required by State and Federal Law.
6. Subsection 2 of the Duties and Obligations of HWHN and Practitioner section of the Agreement is deleted and replaced with the following: "Practitioner agrees to become a member of the published HWHN panels, which provide CAM Health Services to Participants, at the reimbursement amounts as determined in the respective Group Agreements. The panels, which the Practitioner joins, are identified in Attachments and described in the Group Summaries. HWHN reserves the right to terminate Practitioner's participation in a published HWHN panel at any time without terminating this Agreement or participation in other panels.

State Law Addendum
State of Washington

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Washington.

I. Prompt Payment of Claims.

(1) HWHN's schedule for the prompt payment of amounts owed by HWHN to Chiropractor is set forth in the Chiropractor Provider Manual, and includes penalties for HWHN's failure to abide by such schedule. At a minimum, with respect to services provided in the State of Washington, HWHN shall comply with the following minimum payment requirements.

(2) (a) For health services provided to covered persons, HWHN shall pay providers and facilities as soon as practical but subject to the following minimum standards:

vi. Ninety-five percent of the monthly volume of clean claims shall be paid within thirty days of receipt by the responsible carrier or agent of the carrier; and

vii. Ninety-five percent of the monthly volume of all claims shall be paid or denied within sixty days of receipt by the responsible carrier or agent of the carrier, except as agreed to in writing by the parties on a claim-by-claim basis.

(b) The receipt date of a claim is the date the responsible carrier or its agent receives either written or electronic notice of the claim.

(c) The carrier shall establish a reasonable method for confirming receipt of claims and responding to provider and facility inquiries about claims.

(d) Any carrier failing to pay claims within the standard established under subsection (2) of this section shall pay interest on un-denied and unpaid clean claims more than sixty-one days old until the carrier meets the standard under subsection (2) of this section. Interest shall be assessed at the rate of one percent per month, and shall be calculated monthly as simple interest prorated for any portion of a month. The carrier shall add the interest payable to the amount of the unpaid claim without the necessity of the provider or facility submitting an additional claim. Any interest paid under this section shall not be applied by the carrier to a covered person's deductible, copayment, coinsurance, or any similar obligation of the covered person.

(e) When the carrier issues payment in either the provider or facility and the covered person names, the carrier shall make claim checks payable in the name of the provider or facility first and the covered person second.

(3) For purposes of this section, "clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this section.

(4) Denial of a claim must be communicated to the provider or facility and must include the specific reason why the claim was denied. If the denial is based upon medical necessity or similar grounds, then the carrier upon request of the provider or facility must also promptly disclose the supporting basis for the decision. For example, the carrier must describe how the claim failed to meet medical necessity guidelines.

(5) Every carrier shall be responsible for ensuring that any person acting on behalf of or at the direction of the carrier or acting pursuant to carrier standards or requirements complies with these billing and claim payment standards.

(6) These standards do not apply to claims about which there is substantial evidence of fraud or misrepresentation by providers, facilities or covered persons, or instances where the carrier has not been granted reasonable access to information under the provider's or facility's control.

(7) Providers, facilities, and carriers are not required to comply with these contract provisions if the failure to comply is occasioned by any act of God, bankruptcy, act of a governmental authority responding to an act of God or other emergency, or the result of a strike, lockout, or other labor dispute.

II. **Dispute resolution process.**

Except as otherwise required by a specific federal or state statute or regulation governing dispute resolution, no process for the resolution of disputes arising out of a participating provider or facility contract shall be considered fair under State of Washington law (RCW 48.43.055) unless the process meets all the provisions of this section.

(1) A dispute resolution process may include an initial informal process but must include a formal process for resolution of all contract disputes.

(2) A carrier may have different types of dispute resolution processes as necessary for specialized concerns such as provider credentialing or as otherwise required by law. For example, disputes over health plan coverage of health care services are subject to the grievance procedures established for covered persons.

(3) Carriers must allow not less than thirty days after the action giving rise to a dispute for providers and facilities to complain and initiate the dispute resolution process.

(4) Carriers may not require alternative dispute resolution to the exclusion of judicial remedies; however, carriers may require alternative dispute resolution prior to judicial remedies.
(5) Carriers must render a decision on provider or facility complaints within a reasonable time for the type of dispute. In the case of billing disputes, the carrier must render a decision within sixty days of the complaint.

III. **State Required Contract Provisions.**

The following provisions shall apply to participating providers located in the State of Washington:

1. Practitioner hereby agrees that in no event, including, but not limited to nonpayment by a HWHN, HWHN's insolvency, or breach of this contract shall Practitioner bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a covered person or person acting on their behalf, other than HWHN, for services provided pursuant to this contract. This provision shall not prohibit collection of deductibles, copayments, coinsurance, and/or non covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from covered persons in accordance with the terms of the covered person's health plan.
2. Practitioner agrees, in the event of HWHN's insolvency, to continue to provide the services promised in this contract to covered persons of Group for the duration of the period for which premiums on behalf of the covered person were paid to Group or until the covered person's discharge from inpatient facilities, whichever time is greater.
3. Notwithstanding any other provision of this contract, nothing in this contract shall be construed to modify the rights and benefits contained in the covered person's health plan.
4. Practitioner may not bill the covered person for covered services (except for deductibles, copayments, or coinsurance) where HWHN denies payments because the provider or facility has failed to comply with the terms or conditions of this contract.
5. Practitioner further agrees (i) that the provisions of (a), (b), (c), and (d) of this subsection {or identifying citations appropriate to the contract form} shall survive termination of this contract regardless of the cause giving rise to termination and shall be construed to be for the benefit of Group covered persons, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Practitioner and covered persons or persons acting on their behalf.
6. If Practitioner contracts with other providers or facilities who agree to provide covered services to covered persons of Group with the expectation of receiving payment directly or indirectly from Group, such providers or facilities must agree to abide by the provisions of (a), (b), (c), (d), and (e) of this subsection.

Practitioner acknowledges that willfully collecting or attempting to collect an amount from a covered person knowing that collection to be in violation of this Agreement constitutes a class C felony under State of Washington law (RCW 48.80.030(5)).

State Law Addendum
Commonwealth of Massachusetts

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to Participating Providers practicing in and services provided to Members in The Commonwealth of Massachusetts.

1. Healthways shall not refuse to contract with or compensate for Covered Services an otherwise eligible health care provider solely because such provider has in good faith:

    a. communicated with or advocated on behalf of one or more of his prospective, current, or former patients regarding the provisions, terms, or requirements of Healthways' or a Group's health benefit plans as they relate to the needs of such provider's patients; or

    b. communicated with one or more of his prospective, current, or former patients with respect to the method by which such provider is compensated by Healthways or a Group for services provided to the patient.

2. Healthways shall not require Participating Provider to indemnify Healthways for any expenses and liabilities, including, without limitation, judgments, settlements, attorney's fees, court costs and any associated charges, incurred in connection with any claim or action brought against Healthways based on Healthways' management decisions, utilization review provisions or other policies, guidelines, or actions.

3. This Agreement contains no incentive plan nor inducement to Participating Provider to reduce, delay, or limit specific medically necessary services to a Member.

4. If this Agreement contains risk arrangements:

    a. Participating Provider shall maintain stop loss protection;
    b. There must be a minimum patient population size for the Participating Provider; and
    c. Health care services for which the Participating Provider is at risk shall be identified.

5. Neither Healthways nor Participating Provider may terminate the Agreement without cause. Healthways shall provide Participating Provider with a written statement of the reason or reasons for the Participating Provider's involuntary disenrollment.

6. Healthways shall notify Participating Provider in writing of modifications in payments, covered services, or Healthways' procedures, documents, or requirements, including those associated with utilization review, quality management and improvement, credentialing and preventive health care services, that have a substantial impact on the rights or responsibilities of Participating Providers, and the effective date of such modifications. The notice shall be provided sixty (60) days before the effective date of such modification unless such other date for notice is mutually agreed upon between Healthways and the Participating Provider.

7. Participating Provider shall not bill Members for nonpayment by Healthways or a Group due to insolvency. This requirement shall survive termination of the Agreement for services rendered prior to the termination of the Agreement, regardless of the cause of the termination.

8. Within forty-five (45) days after the receipt by Healthways or a Group, as applicable, of completed forms for reimbursement, Healthways or a Group, as applicable, shall make payment, notify the Participating Provider in writing of the reason or reasons for nonpayment, or notify the Participating Provider in writing of what additional information or documentation is necessary to complete the forms for reimbursement. If Healthways or a Group, as applicable, fails to comply with these requirements for any claims related to the provision of health care services, Healthways or a Group, as applicable, shall pay, in addition to any reimbursement for health care services provided, interest on such benefits, which shall accrue beginning 45 days after Healthways or the Group, as applicable, receives request for reimbursement at the rate of 1.5 per cent per month, not to exceed 18 per cent per year. The provisions relating to interest payments shall not apply to a claim that Healthways or a Group, as applicable, is investigating because of suspected fraud.

9. Participating Provider must give Healthways advance written notice of any arrangements Participating Provider makes to charge an additional fee to individuals seeking health care services from Participating Provider as a condition for them to be or continue to be a part of Participating Provider's panel of patients.

10. For purposes of this Agreement, the terms Adverse Determination, Emergency Medical Condition, Medical Necessity, Medically Necessary, Participating Provider, and Utilization Review shall be consistent with and have the meanings set forth in Title 211 of the Code of Massachusetts Regulations Chapter 52, as may be amended.

11. Participating Provider acknowledges and agrees that where the applicable Group is Harvard Pilgrim Health Care, Inc. or an entity for whom Harvard Pilgrim Health Care, Inc. has contracted to provide Covered Services and other related administrative services for the entity's self-insured health plan participants ("Self-Funded Entity"), Participating Provider shall comply with Harvard Pilgrim Health Care's policies and procedures, including its billing guidelines. Participating Provider also acknowledges that where the applicable Group is a Self-Funded Entity, the Self-Funded Entity and not Harvard Pilgrim Health Care, Inc. is the party that is financially responsible for paying Participating Provider's claims for Covered Services.

State Law Addendum
State of Maine

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to Participating Providers practicing in and services provided to Members in the State of Maine.

1. Healthways's criteria and procedure for credentialing practitioners and providers shall be set forth in its Participating Provider Manual. All such credentialing criteria shall be objective. Healthways shall establish and maintain a fair and reasonable appeal procedure, including the practitioner or provider's right to a hearing, regarding any denial of credentialing. Healthways' appeal procedure shall also be set forth in the Participating Provider Manual.

2. Healthways may not: (a) terminate or otherwise discipline a Participating Provider because the provider advocates for medically appropriate health care; or (b) restrict a Participating Provider from disclosing to any Member any information the Participating Provider determines appropriate regarding the nature of treatment and any risks or alternatives to treatment, the availability of other therapy, consultations or tests, or the decision of any plan to authorize or deny health care services or benefits. This section does not apply to termination cases involving imminent harm to patient care, a final determination of fraud by a governmental agency, or a final disciplinary action by a state licensing board or other governmental agency that impairs the ability of a Participating Provider to practice.

3. Healthways may not terminate or nonrenew this Agreement unless it provides the Participating Provider with a written explanation sixty (60) days prior to the termination or nonrenewal of the detailed reasons for the proposed termination or nonrewal, including reference to evidence of documentation underlying such decision and notice that Participating Provider has at least thirty (30) days to request a hearing, which must take place within thirty (30) days of Participating Provider's request.

4. Healthways shall notify Participating Provider of a proposed amendment to the Agreement at least sixty (60) days prior to the amendment's proposed effective date. If an amendment that has substantial impact on the rights and obligations of Participating Provider is made to a manual, policy or procedure, Healthways shall provide sixty (60) days notice to the Participating Provider. After the sixty (60) day notice period has expired, the amendment to the manual, policy or procedure becomes effective and binding between the parties, subject to any applicable termination provisions in the Agreement. The parties may mutually agree to waive the sixty (60) day notice requirement. This section may not be construed to limit the ability of the parties to mutually agree to the proposed change at any time after the Participating Provider has received notice of the proposed amendment.

5. In the event this Agreement is terminated by the Participating Provider or by Healthways and a Member is undergoing a course of treatment from the Participating Provider at the time of termination, the Participating Provider shall provide care to the Member pursuant to the terms of the Agreement for a period of sixty (60) days from the date the Member is notified of such termination. This section does not apply to termination cases involving imminent harm to patient care, a final determination of fraud by a governmental agency, a final disciplinary action by a state licensing board or other governmental agency that impairs the ability of a provider to practice.

6. Healthways and Group may not impose on Participating Provider any retrospective denial of a previously paid claim or any part of that previously paid claim, except as permitted by Maine Insurance Code, 24-A, Section 4303.10.

7. Participating Provider acknowledges and agrees that where the applicable Group is Harvard Pilgrim Health Care, Inc. or an entity for whom Harvard Pilgrim Health Care, Inc. has contracted to provide Covered Services and other related administrative services for the entity's self-insured health plan participants ("Self-Funded Entity"), Participating Provider

shall comply with Harvard Pilgrim Health Care's policies and procedures, including its billing guidelines. Participating Provider also acknowledges that where the applicable Group is a Self-Funded Entity, the Self-Funded Entity and not Harvard Pilgrim Health Care, Inc. is the party that is financially responsible for paying Participating Provider's claims for Covered Services.

State Law Addendum
State of New Hampshire

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to Participating Providers practicing in and services provided to Members in the State of New Hampshire.

1. Any modification, addition or deletion to the Participating Provider Hold Harmless provision of the Agreement shall become effective on a date no earlier than fifteen (15) days after the commissioner of insurance has received written notice of such proposed changes.

2. Nothing in this Agreement shall be construed to limit what information Participating Provider may disclose to Members regarding the provisions, terms, or requirements of Healthways or a Group's products as they relate to the needs of Members except for trade secrets of significant competitive value.

3. Healthways shall allow Participating Provider sixty (60) days from the postmarked date to review any proposed modifications to the Agreement, excluding those modifications that are expressly permitted under the Agreement.

4. Nothing in this Agreement shall be construed to provide any payment or reimbursement provision creating an inducement for Participating Provider to withhold medically necessary care to Members. Nothing in this Agreement shall be construed to prohibit the use of payment arrangements between Healthways and Participating Provider involving capitation, withholds, or other arrangements.

5. Healthways may not remove a Participating Provider from its network or refuse to renew the Participating Provider with its network for participating in a Member's external grievance procedure or external review.

6. Members shall have continued access to the Participating Provider in the event that the Agreement is terminated for any reason other than unprofessional behavior. The continued access to the Participating Provider shall be made available for sixty (60) days from the date of termination of the Agreement and shall be provided and paid for in accordance with the terms and conditions of the Member's health benefit plan and the Agreement.

7. Healthways, Group, and Participating Provider shall comply with the applicable sections of New Hampshire Revised Statutes Section 415:6-h (2000), as amended, governing the timely payment of claims. Healthways, Group, and Participating Provider shall comply with the applicable sections of New Hampshire Revised Statutes as they relate to retroactive claims denials.

8. Notwithstanding any other provisions in this Agreement, Participating Provider agrees that in the even Healthways or a Group ceases operations for any reason, including insolvency, Participating Provider shall continue to provide or arrange for Covered Services and shall not bill, charge, collect or receive any form of payment from any Member for Covered Services provided after such termination or cessation of operations. Such obligation shall be for the period for which premium has been paid for the Member, except for those Members who are hospitalized on an inpatient basis in which case Participating Provider's obligation continues until the Member is discharged based on Medical Necessity. Participating Provider shall not bill, charge, collect, or receive any form of payment from any Member for such Covered Services.

   If at time of termination of this Agreement Participating Provider is rendering services to a Member who is undergoing active treatment for a chronic or acute medical condition, Participating Provider will continue to render Covered Services for up to

9. ninety (90) days following the effective date of termination unless such termination is based upon quality related issues or fraud. This obligation to continue to provide care may be extended to a total of 120 days by order of the New Hampshire Commissioner of Insurance.

10. Participating Provider acknowledges and agrees that where the applicable Group is Harvard Pilgrim Health Care, Inc. or an entity for whom Harvard Pilgrim Health Care, Inc. has contracted to provide Covered Services and other related administrative services for the entity's self-insured health plan participants ("Self-Funded Entity"), Participating Provider shall comply with Harvard Pilgrim Health Care's policies and procedures, including its billing guidelines. Participating Provider also acknowledges that where the applicable Group is a Self-Funded Entity, the Self-Funded Entity and not Harvard Pilgrim Health Care, Inc. is the party that is financially responsible for paying Participating Provider's claims for Covered Services.

State Law Addendum
State of Rhode Island

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to Participating Providers practicing in and services provided to Members in the State of Rhode Island.

1. Healthways may terminate this Agreement for cause, in which case Healthways will specify both the effective date of termination and the specific cause for the termination in a written notice to the Participating Provider. Cause shall include, but not be limited to:

   a. failure to comply with quality assurance, peer review, utilization review, or risk management programs;
   b. unprofessional conduct as determined by Healthways or appropriate state licensing agencies;
   c. conviction for any civil or criminal offense related to the practice of medicine, or any felony unrelated to such practice;
   d. failure to comply with policies and procedures;
   e. violation of medical records confidentiality policies;
   f. lack of need due to economic considerations;
   g. acts of fraud or misrepresentation;
   h. loss, limitation, or suspension of any part of Participating Provider's licenses, qualifications under Medicare, where applicable, and/or if the Participating Provider is unable to provide services under this Agreement under applicable law or regulations;
   i. if Participating Provider or Healthways makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, avails itself of, or becomes subject to any processing under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of the rights of creditors; and
   j. if a Participating Provider loses his, her, or its credentialing privileges, in accordance with Healthways's rights to take action relative to credentialing privileges as outlined in the Agreement.

2. Due process shall be provided to Participating Providers covered by this Agreement for all adverse decisions resulting in a change of contractual privileges of such Participating Providers. Due process consists of the following elements, which provide adequate notice and hearing as required by the Rhode Island Health Care Quality and Accessibility Act and related Regulations:

   a. the Participating Provider shall be notified in writing of the proposed actions;
   b. the Participating Provider shall be notified in writing of the reasons for the proposed actions;
   c. the Participating Provider shall be given the opportunity to appeal the proposed actions;
   d. the appeal, if requested, shall be completed prior to the implementation of the proposed actions;
   e. if Healthways has reasons to suspect that there is immediate danger to a Member, it shall notify the Director of the Rhode Island Department of Health immediately, and shall suspend (but not terminate prior to the completion of its due process procedures) the Participating Provider's contractual privileges where necessary to protect Members; and
   f. Healthways shall maintain an internal appeals process for the Participating Provider, which has reasonable time limits for the resolution of such internal appeals. This due process procedure may be waived, in writing, by the Participating Provider, but Healthways shall not require the Participating Provider to waive his, her or its rights to appeal in accordance with this due process procedure as a condition of this Agreement.

3. If Healthways denies a provider's application to become a Participating Provider, provider shall receive written notification of all the reasons for denial within sixty (60) days receipt of a completed and verified application.

4. Healthways may amend this Agreement by sending a copy of the amendment to Participating Provider at least sixty (60) days prior to its effective date. The signature of the Participating Provider will not be required. Healthways may also amend this Agreement to comply with the requirements of state and federal regulatory authorities, and shall give written notice to Participating Provider of such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of Participating Provider will not be required.

5. The Participating Provider shall have an opportunity to amend or terminate the Agreement as a result of the proposed changes within sixty (60) calendar days of receipt of the notice of the changes. Any decision to terminate the Agreement by the Participating Provider shall be effective fifteen (15) calendar days from the mailing of the written notice of termination.

6. The following shall be added to Section 2 of the Agreement:

   Termination of this Agreement shall not affect the method of payment or reduce the amount of reimbursement to the Participating Provider by Healthways or Group, as applicable, for any Member in active treatment for an acute medical condition at the time the Participating Provider terminates the Agreement with Healthways until the active treatment is concluded or, if earlier, one (1) year after the termination. During the active treatment period, the Participating Provider shall be subject to all the reimbursement provisions limiting the Member's liability.

7. Participating Provider acknowledges and agrees that where the applicable Group is Harvard Pilgrim Health Care, Inc. or an entity for whom Harvard Pilgrim Health Care, Inc. has contracted to provide Covered Services and other related administrative services for the entity's self-insured health plan participants ("Self-Funded Entity"), Participating Provider shall comply with Harvard Pilgrim Health Care's policies and procedures, including its billing guidelines. Participating Provider also acknowledges that where the applicable Group is a Self-Funded Entity, the Self-Funded Entity and not Harvard Pilgrim Health Care, Inc. is the party that is financially responsible for paying Participating Provider's claims for Covered Services.

Medicare Addendum - Humana
Centers for Medicare and Medicaid

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners providing services to Participants covered by an agreement under the Medicare Advantage program between Humana, Inc., or any of its subsidiaries, and the Medicare program.

1. Patient Confidentiality: Accuracy of Records. Practitioner shall be bound by any patient confidentiality provisions set forth in Humana's policies and procedures, as well as federal and state laws and regulations and the provisions of the Humana Medicare contract regarding confidentiality and disclosure of medical records or other health or enrollment information pertaining to Participants. In addition, Practitioner agrees to: (i) safeguard the privacy of all Participant medical records and ensure that copies of information from such records are released only to authorized individuals: (ii) release such records only in accordance with applicable federal or state laws or pursuant to court orders or subpoenas; (iii) maintain all such records in an accurate and timely manner; and (iv) ensure timely access by Participants to records and information that pertain to them.

2. Prompt Payment. In the event that Practitioner performs the function of claims payment, Practitioner shall approve, pay or deny within the time period specified by 42 CFR § 422.520(a).

3. Hold Harmless. Practitioner acknowledges and agrees that in no event, including but not limited to the insolvency of Humana, breach of the Agreement and/or non-payment for services by Humana, shall Practitioner bill or seek compensation from or assert any legal action against Participants or persons acting on behalf of Participants for payment of any fees that are the legal obligation of Humana.

4. Compliance. Practitioner shall comply with and shall require Practitioner's participating practitioners to comply with all applicable Medicare laws and regulations, and applicable Centers for Medicare and Medicaid Services ("CMS") instructions, and with Humana's policies and procedures.

5. Audits/Access. Practitioner shall permit audits and inspection by the United States Department of Health and Human Services, the Comptroller General of the United States, CMS and/or their designees regarding any pertinent contracts, books, documents, papers and records (collectively, "Books and Records") involving or relating to Practitioner's provision of services to Participants. Practitioner shall retain all financial and administrative records relating to the Agreement for the longer of ten (10) years after the termination of this Agreement or the period required by applicable law.

6. Accountability. Practitioner acknowledges that Humana oversees and is accountable to CMS for any functions and responsibilities set forth in the regulations governing the Medicare Advantage Program. Practitioner further acknowledges and agrees that pursuant to the Medicare Advantage regulations, Humana or its designees will monitor Practitioner's performance hereunder and that Humana and/or CMS shall have the right to terminate the Agreement and Practitioner's participation in the Humana Medicare contract if Practitioner does not perform satisfactorily hereunder.

7. Delegation. Any delegation of functions hereunder shall be in accordance with applicable delegation requirements set forth in applicable CMS laws and/or regulations.

8. Reporting Requirements; Policies and Procedures. Practitioner acknowledges that Humana is subject to reporting requirements specified in the Medicare Advantage laws and regulations. In furtherance of any such applicable reporting requirements, Practitioner shall comply with all data and reporting requirements of Humana.

9. Continued Care. Practitioner agrees that: (i) Covered Services provided to Participants hereunder shall continue for all Participants for the duration of the Humana Medicare contract period for which CMS payments have been made to Humana; and (ii) in the event of Humana insolvency or termination of the Humana Medicare contract for any reason, Covered Services shall continue until the date of discharge for any Participant confined in an inpatient facility on the effective date of insolvency or termination.

10. Opt-Out of Medicare. Practitioner agrees that Humana will not be responsible for reimbursing any services, other than emergency or urgently needed services, furnished to a Medicare Participant, if Practitioner opts out of Medicare, as specified in 42 CFR 405.440. Humana will only pay for emergency or urgently needed services furnished by Practitioner to a Participant, if Practitioner has not signed a private contract with a Participant or Participant's beneficiary, as specified in 42 CFR 422.220.

11. Humana Non-Interference with Advice to Participants. In addition to the requirements set forth in the Agreement, pursuant to 42 CFR 422.206 Humana will not prohibit or otherwise restrict Practitioner, when acting within Practitioner’s lawful scope of practice, from advising, or advocating on behalf of, a Participant about: (a) the Participant’s health status, medical care or treatment options; (b) the risks, benefits and consequences of treatment or non-treatment; or (c) the Participant’s opportunity to refuse treatment and express preferences about future treatments.

12. Excluded Practitioners. In accordance with 42 CFR 1001.1901, Practitioner acknowledges that Humana will not contract with any Practitioner or will terminate a contract with any Practitioner who becomes listed on the sanction list maintained by the Office of the Inspector General (OIG). Practitioner further acknowledges that Humana routinely checks the OIG's Web site listing of excluded Practitioners and Practitioner will be subject to termination if identified on the list. Practitioner agrees that he/she will notify Humana and HWHN if he/she becomes listed on the sanction list maintained by the OIG.

13. Limitations on Practitioner Indemnification. Humana, in accordance with 42CFR 422.212 will not contract or otherwise provide, directly or indirectly, for Practitioner or any other individual or organization referenced in 42 CFR 422.212, to indemnify Humana against any civil liability damage caused to a Participant as a result of Humana's denial of medically necessary care.

Legal Compliance Addendum

1. **Legal Compliance; FAR/FEHBAR Compliance.** Practitioner agrees to fully comply with all federal, State and local statutes, codes, rules, regulations, ordinances and other laws (i) applicable to Practitioner, and (ii) applicable to either Healthways or a Healthways customer for which Practitioner indirectly provides services hereunder to the extent that such laws apply to Practitioner. All goods and services sold hereunder shall be produced, sold, delivered and furnished in compliance with all laws and regulations applicable to procurement under loans, grants or other financial support of the United States government agency or agencies which have provided support for the applicable Offer ("Funding Agency"). This includes, but is not limited to, the applicable provisions of the Federal Acquisition Regulation, together with any additions or supplements thereto promulgated by the Funding Agency ("FAR") and the applicable provisions of the Federal Employees Health Benefits Acquisition Regulation ("FEHBAR").
2. **Debarment.** Practitioner certifies that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Practitioner agrees to provide immediate written notice to Healthways if it learns at any time that its certification was erroneous when submitted or if, during the term of an Offer, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by an Offer, Practitioner agrees that its subcontractors will comply with the foregoing covenant. Practitioner agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Practitioner, or any of its Principals or subcontractors, shall constitute cause for immediate termination of all Offers by Healthways.
3. **Anti-Terrorism.** Practitioner agrees to comply with all Federal anti-terrorism rules and regulations. Practitioner's signature below shall serve as certification that, to the best of Practitioner's knowledge, Practitioner (a) is not, (b) has not been designated as, (c) is not owned, affiliated, or controlled by, and (D) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.
4. **Federal Equal Employment Opportunity Law Compliance.** Healthways is a federal contractor, either directly or through its customers, and as such it expects Practitioner to comply with all applicable federal equal opportunity laws, orders and regulations, including without limitation, Executive Order 11246, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1972, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Americans With Disabilities Act of 1990, and the Civil Rights Act of 1991. Practitioner may receive requests, from time to time, for confirmation of compliance with the foregoing.
5. **Service Providers**. If Practitioner is providing services to Healthways, Practitioner covenants as follows:
    a. Practitioner is an independent contractor, and shall not act or purport to act as an agent, representative or employee of Healthways. Practitioner will determine the means and methods of performing its services. Practitioner will supply all equipment, tools, materials, parts, supplies and labor (and the transportation of the same) required to perform except as Healthways has otherwise agreed in writing. Practitioner is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. No payroll or employee taxes of any kind shall be withheld or paid with respect to payments to Practitioner or its employees.
    b. Healthways shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Practitioner or its agents or employees that may be brought onto Healthways premises or stored at Healthways, except for damage caused by the direct and sole negligence of Healthways.
    c. Practitioner will ensure that if any of its employees or consultants assigned to work under an Offer are not a US worker, the terms of his /her visa status will permit the employee and/or consultant to perform and accept payments legally for services provided as an independent contractor under an Offer.
    d. Practitioner and its employees will comply with all applicable laws, ordinances and regulations of governmental authorities and with the rules and regulations of Healthways and its insurers while on Healthways' premises.
    e. Practitioner represents and warrants that Practitioner (and each person or entity, if any, acting for or on behalf of Practitioner) has all licenses, certificates, and other professional credentials required by law to perform the purchased services.